

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI, ABUJA**

BEFORE HIS LORDSHIP: HON. JUSTICE D. Z. SENCHI

COURT CLERKS: T. P. SALLAH & ORS

COURT NUMBER: HIGH COURT NO. 12

DATE: 23/11/2020

BETWEEN:-

FCT/HC/CV/169/2015

**1. ALHAJI SANI GARKIDA]
2. GARKIDA PRESS LIMITED]
AND**

PLAINTIFFS

**1. ABUJA INVESTMENT COMPANY LIMITED]
2. ABUJA PROPERTY DEVELOPMENT LIMITED]**

DEFENDANTS

JUDGMENT

This suit was commenced vide a writ of summons filed on 13th November, 2015 against the Defendants herein the Claimants claim against the Defendants as follows:-

1. A declaration that the 1st Plaintiff bid for and emerged as highest bidder in the public sale of shop No. 394 Block 36 section A, Wuse Market, Abuja in 2006 with the sum of N1,400,000.00 (One Million Four Hundred Thousand Naira) only and paid via a bank draft ten percent (10%) of the bid price to wit; N140,000.00 (One Hundred and Forty Thousand Naira) only in favour of AIPDC through his account domicile with standard chartered bank Nigeria Limited.
2. A declaration that the aforementioned public sale transaction between the 1st Plaintiff and the defendants that inherited the assets and liabilities of AIPDC is still subsisting.
3. A declaration that the 1st Plaintiff emerged the highest bidder of and won the bid for the sale of shop No. 394 Block 36 section A, Wuse Market, Abuja in 2006, therefore he is entitle to be allocated with the said shop.
4. A declaration that Abuja Investment and Property Development Company Limited mischievously offered and /or allocated shop

No.394 Block 36 Section A, Wuse Market, Abuja to a third party who is currently in occupation of the said shop.

5. A declaration that the allocation of shop No. 394 Block 36 section A, Wuse Market, Abuja to a third party currently in occupation, is illegal, null and void.
6. An order of this Honourable Court directing the Defendant to forthwith revoke the letter of offer issued to the third party who currently occupying the said shop.
7. An order of the Honourable Court for specific performance directing the Defendants to forthwith issue and/or grant automatically a letter of offer of shop No.394 Block 36 section A, Wuse Market, Abuja to the 1st Plaintiff who emerged the highest bidder in the last public sale exercise of 2006.
8. The sum of N100,000,000.00 (One Hundred Million Naira) only being general damages the Defendants caused the Plaintiffs.
9. The sum of N5,000,000.00 (Five Million Naira) only being cost of this suit.

On service of the writ of summons and other processes on the Defendants, the Defendants filed the Defendants statement of defence.

The claimants equally filed a reply to the 1st and 2nd Defendants statement of defence together with additional witness statement on oath.

Thus, pleadings having been filed and exchanged the matter was adjourned for hearing.

Then on 5th December, 2018, the Claimants Counsel applied in accordance with order 19 Rules of this Court that the matter be sent to multi door Court House for resolution. Accordingly, the matter was referred to Uwais Dispute Resolution. At the Multi Door Court House, parties agreed to resolve their differences and indeed have filed terms of settlement on 16th October, 2020. Both Counsel to the respective parties applied that the terms of settlement be entered for the parties as consent judgment.

Thus, pursuant to the terms of settlement executed on 16th October, 2020, the parties agreed as follows:-

1. The Defendants shall offer shop No. 54,Block, F, Garki Modern Market, Abuja to the 1st Claimant at a total cost of N9,200,000.00 (Nine Million, Two Hundred Thousand Naira) to

be paid by the Claimants within six (6) months from the date of receipt of letter of offer of the said shop No. 54 from the Defendants.

2. Perfection of title to shop No.54,Block F, Garki Modern market, Abuja and the transfer of all title documents of the said shop No. 54, Block F, Garki Modern market, Abuja to the Claimants shall be effected upon full and complete payment for the shop, through the Claimants and/or their legal representative.
 3. The Claimants shall after receipt of the letter of offer of the said shop No. 54, Block F Situates at Garki Model market, Abuja pay the sum of N3,000,000.00(Three Million Naira) as initial deposit.
 4. The Claimants accepts the offer of shop No. 54, Block F, Model market, Abuja and shall comply with all the terms stated herein.
 5. All the reliefs contained in the writ of summons and the statement of Claimant are hereby abandoned.
 6. This terms of settlement is full and final on all the issues between the parties in this suit.
 7. This terms of settlement shall be filed and adopted as consent judgment of the referral high Court of FCT, Abuja.
- Parties further agreed that the terms of settlement be entered for the parties as consent judgment for the parties. Hence therefore, in accordance with the above terms of settlement filed on 16th October, 2020, the terms of settlement are hereby entered for the parties in this suit as consent judgment and this consent judgment is the judgment of this Court.

HON. JUSTICE D.Z. SENCHI
(PRESIDING JUDGE)
23/11/2020

Parties:-Absent.

W.S Bako:- Holding the brief of Gabriel Okpata for the Claimant.

A. O Ojeh:- For the Defendants.

Sign
Judge
23/11/2020